



Mark A. Keffer
Chief Regulatory Counsel
Atlantic Region

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SEP 19 2001

FEDERAL COMMUNICATIONS COMMISSION

OFFICE OF THE SECRETARY September 19, 2001

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Magalie R. Salas, Esq.
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: **CC Docket No. 00-251**

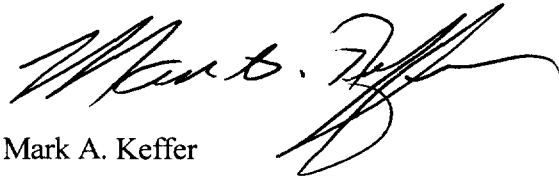
**In the Matter of Petition of AT&T Communications of
Virginia, Inc., TCG Virginia, Inc., ACC National Telecom
Corp., MediaOne of Virginia and MediaOne
Telecommunications of Virginia, Inc. for Arbitration of an
Interconnection Agreement With Verizon Virginia, Inc.
Pursuant to Section 252(e)(5) of the Telecommunications
Act of 1996**

Dear Ms. Salas:

Enclosed for filing on behalf of AT&T and its affiliates listed above, please find an original and 3 copies of Exhibit JDS-1 to the Revised Direct Testimony of David Talbott and John D. Schell, Jr. as well as an original and 3 copies of the Third Revised Cover Page for the Direct Testimony of David Talbott and John D. Schell, Jr. When AT&T filed the revised testimony on September 10, 2001, AT&T inadvertently neglected to include copies of Exhibit JDS 1, a description of John Schell's education and experience. In addition, AT&T has revised the cover page one last time to remove inaccurate page citations that were inadvertently included.

Should you have any questions, please do not hesitate to call.

Sincerely yours,


Mark A. Keffer

cc: Service List
Enclosures

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Before the
Federal Communications Commission
Washington, D.C. 20554

SEP 19 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of
Petition of AT&T Communications
of Virginia, Inc., Pursuant
to Section 252(e)(5) of the
Communications Act, for Preemption
of the Jurisdiction of the Virginia
State Corporation Commission
Regarding Interconnection Disputes
with Verizon-Virginia, Inc.

CC Docket No. 00-251

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of September, 2001, a copy of Exhibit JDS-1 to the Revised Direct Testimony of David Talbott and John D. Schell, Jr. and the Third Revised Cover Page for the Direct Testimony of David L. Talbott and John D. Schell, Jr. filed on behalf of AT&T Communications of Virginia, Inc. and its affiliates listed above, was sent via hand delivery, facsimile, Federal Express and/or by email to:

Dorothy Attwood, Chief
Common Carrier Bureau
Federal Communications Commission
Room 5-C450
445 12th Street, S.W.
Washington, D.C. 20544

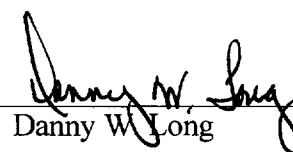
Jodie L. Kelley, Esq.
Jenner and Block
601 13th Street, NW
Suite 1200
Washington, DC 20005
(for WorldCom)

Jeffrey Dygert
Assistant Bureau Chief
Common Carrier Bureau
Federal Communications Commission
Room 5-C317
445 12th Street, S.W.
Washington, D.C. 20544

Jill Butler
Vice President of Regulatory Affairs
Cox Communications, Inc.
4585 Village Avenue
Norfolk, Virginia 23502

Katherine Farroba, Deputy Chief
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
Room 5-B125
445 12th Street, S.W.
Washington, D.C. 20544

Karen Zacharia, Esq.
Verizon, Inc.
1320 North Court House Road
Eighth Floor
Arlington, Virginia 22201



Danny W. Long

Q. PLEASE STATE YOUR NAME, PRESENT POSITION, AND BUSINESS ADDRESS.

A. My name is John D. Schell, Jr. I am a contract employee in the Local Services Access Management group in AT&T Network Services. My business address is 3033 Chain Bridge Road, Oakton, Virginia 22185.

Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?

A. I graduated from St. Louis University with a Bachelor of Science degree in Electrical Engineering in 1965.

Q. WHAT IS YOUR EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY?

A. I joined AT&T Long Lines in 1965 as a Senior Engineer in the Engineering Department in Kansas City, Missouri. After that, I held various line and staff positions in AT&T. For example, from February 1979 to April 1984, I was District Engineer - Transmission for the Eastern Region of AT&T. My district provided technical expertise and guidance for transmission design and maintenance for radio, cable and fiber transmission systems, for switching systems, and for special services. From May 1984 to September 1987, I was District Manager - Regulatory Support and provided technical expertise and guidance to Law and Government Affairs on issues related to AT&T's network. From October 1987 through August 1995, I was District Manager – Access Management. My group was responsible for development and implementation of policies and strategies to improve

AT&T's ability to compete and to achieve AT&T's access price objectives in the Atlantic States. From September 1995 through January 1998, when I retired from AT&T, I was District Manager - Connectivity Network Planning and my group was responsible for developing AT&T's local market infrastructure plans and managing AT&T's access arrangements with local exchange carriers and competitive access providers in the Atlantic States.

From midyear 1983 through 1993, I prepared and presented expert testimony on access charges and interconnection issues. I also provided support, analysis and testimony in connection with alternative regulation issues and was involved in negotiations and proceedings in all of the original Bell Atlantic states regarding the many issues associated with alternative regulation. While working in that capacity, I testified in a variety of cases in Maryland, Virginia, West Virginia, Pennsylvania, Delaware, New Jersey and New York.

From March 1998 through May 2001, I was employed by Teligent, Inc. as Manager - National Contracts. I was responsible for developing and negotiating Teligent's Master Service Agreements with over 20 national/regional suppliers of local and intercity transport services, including dark fiber, and managed Teligent's business relationships with such suppliers.

In June 2001, I returned to AT&T as a contract employee. Since returning to AT&T, I have appeared on behalf of AT&T in Docket No. 24015

in Texas and Docket No. 000075-TP in Florida. In both instances I testified with regard to network architecture issues.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
Petition of AT&T Communications)	CC Docket No. 00-251
of Virginia, Inc., Pursuant)	
to Section 252(e)(5) of the Communications Act,)	
for Preemption)	
of the Jurisdiction of the Virginia)	
State Corporation Commission)	
Regarding Interconnection Disputes)	
with Verizon-Virginia, Inc.)	
)	

**REVISED DIRECT TESTIMONY OF
DAVID L. TALBOTT
AND JOHN D. SCHELL, JR.
ON BEHALF OF AT&T¹**

PROPRIETARY VERSION

ISSUES ADDRESSED
NETWORK ARCHITECTURE
Issue I.1 <i>Point of Interconnection</i> Should each Party be financially responsible for all of the costs associated with its originating traffic that terminates on the other Parties' network; regardless of the location and/or number of points of interconnection, as long as there is at least one Point of Interconnection per LATA?
Sub-Issue I.1A <i>End Office Interconnection</i> Can Verizon force AT&T to establish a Point of Interconnection at a particular end office, when AT&T traffic to that end office reaches a certain threshold traffic level?
Issue III.1 <i>Tandem Transit Service</i> Does Verizon have an obligation to provide transit service to AT&T for the exchange of local traffic with other carriers, regardless of the level of traffic exchanged between AT&T and the other carriers?
Issue III.2 <i>Transit Pricing</i> Should transit services be priced at TELRIC, regardless of the level of traffic exchanged between AT&T and other carriers?
Issue I.3 <i>AT&T's Transit Obligations</i> Should AT&T have a reciprocal duty to provide transit services to Verizon?
Issue V.I <i>Competitive Tandem Service</i> Should Verizon be permitted to place restrictions on UNEs so as to preclude AT&T from providing competitive tandem services?

¹ This Affidavit is presented on behalf of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. (together, "AT&T").

UNES	
Issue III.3 <i>Meet Point Interconnection</i>	Should the selection of a fiber meet point method of interconnection (jointly engineered and operated as a SONET ring) be at AT&T's discretion or be subject to the mutual agreement of the parties?
Sub-Issue III.3.A. <i>Meet Point Interconnection</i>	Should Mid-Span Fiber Meet facilities be established within 120 days from the initial mid-span implementation meeting?
Issue V.2 <i>Interconnection Transport</i>	What is the appropriate rate for Verizon to charge AT&T for transport purchased by AT&T for purposes of interconnection – the UNE transport rate or the carrier access rate?
Sub-Issue III.4.B. <i>Trunk Disconnection</i>	Should Verizon have the unilateral ability to terminate trunk groups to AT&T if Verizon determines that the trunks groups are underutilized?
Issue I.6 <i>Virtual FX Traffic</i>	Is the jurisdiction of a call determined by the NPA-NXXs of the calling and called numbers?
Issue III.5 <i>Tandem Rate</i>	Where the geographic coverage of an AT&T switch is comparable to that of a Verizon tandem, should AT&T and Verizon receive comparable reciprocal compensation for terminating the other parties' traffic?
Issue V.8 <i>Competitive Tandem Service</i>	Should the contract terms relating to the Parties' joint provision of terminating meet point traffic to an IXC customer be reciprocal, regardless of which Party provides the tandem switching function? Put another way, should the contract terms make clear that AT&T and Verizon are peer local exchange carriers and should not bill one another for meet point traffic?
VERIZON ADDITIONAL ISSUES	
Issue VII-1 <i>AT&T Revised Contract Language</i>	Should AT&T be allowed to circumvent over a year's worth of negotiations by inserting language on Network Architecture issues that was never discussed by the Parties?
Issue VII-2 <i>Demand Management Forecasts</i>	Should the Parties' interconnection agreement reflect their recent agreement on Demand Management Forecasts?
Issue VII-3 <i>Definitions of POI and IP</i>	How should the Parties Define "Interconnection Points" ("IP") and "Points of Interconnection" ("POI")?
Issue VII-4 <i>AT&T Transport Rates - 1</i>	If AT&T fails to establish an Interconnection Point in accordance with the terms of the interconnection agreement, what reciprocal compensation rates and/or inter-carrier compensation rates should Verizon pay AT&T?
Issue VII-5 <i>AT&T Transport Rates - 2</i>	When AT&T offers a limited number of IPs, should AT&T be permitted to charge Verizon distance-sensitive charges if Verizon purchases transport to an AT&T IP?
Issue VII-6 <i>Limitations on AT&T's POI</i>	Should Verizon be forced to offer interconnection facilities and hubbing at central offices other than those intermediate hub locations identified in the NECA 4 tariff?

September 10, 2001
Third Revised Cover Page September 19, 2001

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**REVISED DIRECT TESTIMONY OF
DAVID L. TALBOTT
AND JOHN D. SCHELL, JR.
ON BEHALF OF AT&T¹**

PUBLIC VERSION

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